

# **WORKFORCE INVESTMENT ACT STATE PARTNER MEMORANDUM OF UNDERSTANDING**

**ADMINISTERED UNDER GOVERNOR MARK R. WARNER**

The Workforce Investment Act (WIA) clearly identifies the one-stop system as the service delivery system for programs funded under the WIA and its partner programs. The *Virginia Workforce Network* has been designated as Virginia's one-stop delivery system. The *Network* consists of local workforce centers in which partners come together to administer workforce investment activities. This Memorandum of Understanding (MOU) sets forth the terms of agreement for cooperation and consultation with regard to the implementation of the WIA in Virginia and provides a model for local MOU preparation.

## **PARTNERS**

The agencies in the Commonwealth of Virginia represented across the following Secretariats that provide employment and training activities or supportive services shall collaborate to support the workforce investment system operated through the one-stop centers at the local level:

*(Note: The references in **italics** represent the entities required by the WIA)*

### **❖ Secretary of Commerce and Trade**

- Department of Housing and Community Development (*U.S. Department of Housing and Urban Development Employment and Training Programs*);
- Virginia Employment Commission (*Activities authorized under chapter 41 of title 38, U.S.C. (local veterans' employment representatives and disabled veterans outreach programs), Employment Service (Wagner-Peyser), Trade Adjustment/NAFTA, WIA Title I Programs (Adult, Youth, Dislocated Worker) and Unemployment Compensation*); and
- Other agencies under this Secretariat that provide employment and training activities or supportive services.

### **❖ Secretary of Education**

- Department of Education (*Adult Education and Literacy Activities*) and
- Virginia Community College System (*Postsecondary Vocational Education*)
- Other agencies under this Secretariat that provide employment and training activities or supportive services.

### **❖ Secretary of Health and Human Resources**

- Department for the Aging (*Title V of the Older Americans Act*);
- Department of the Blind and Vision Impaired (*Title I of the Rehabilitation Act*);
- Department of Rehabilitative Services (*Title I of the Rehabilitation Act*);

- Department of Social Services (*Community Services Block Grant Act, Welfare-to-Work* - Virginia Initiative for Employment, not Welfare and the workforce development activities, or work programs, under the Food Stamp Act (Food Stamp Employment and Training program); and
- Other agencies under this Secretariat that provide employment and training activities or supportive services.

**Note:** *Where present, nationally funded WIA Title I programs (i.e. Job Corps, Migrant & Seasonal Farm Workers Programs, Veterans' Workforce Investment Programs, Indian & Native American Programs and Youth Opportunity Grants) are required partners under WIA.*

## **PURPOSE**

The purpose of this MOU is to establish cooperative and mutually beneficial relationships among the required WIA state partners and other partners whose participation has been determined to be vital to bringing the Governor's workforce investment goals to fruition. This MOU also sets forth the relative responsibilities of the partners as they relate to the planning and implementation of the comprehensive workforce investment system in Virginia at both the state and local levels.

To ensure the maximum flexibility for all partners under this agreement, it is agreed that the partners may enter supplemental, agency-specific agreements that are in furtherance of and complementary to this agreement. At a minimum, however, the partners to this MOU agree to enforce the aspects of this MOU at the local level and/or encourage local representatives to enter into this agreement locally (including area-specific information). **\*Note:** *Appendices A-G are attached to foster the local MOU preparation process; however, the provisions of this document should be thoroughly incorporated.*

## **VISION OF THE WORKFORCE INVESTMENT SYSTEM**

The Governor's vision for the workforce development system in Virginia is to assist individuals in obtaining employment that leads to self-sufficiency by receiving services delivered in a seamless and integrated service delivery system. Additionally, the system should eliminate duplication of services, reduce administrative costs, enhance participation, accommodate the demand needs of employers and improve customer satisfaction.

## **PROVISION OF SERVICES**

### **System-wide Commitments:**

Each partner to this MOU agrees to enforce and/or encourage the following commitments in coordination with the one-stop delivery system:

- ❖ Assign staff to work in at least one comprehensive one-stop center in each of the local areas in which co-location options are available;

- ❖ Serve as an affiliate site in local areas, particularly in local areas in which no co-location options exist;
- ❖ Use a portion of funds available to the partner's program, to the extent not inconsistent with the Federal law authorizing the program, to create and maintain the one-stop delivery system, including a common case management system; *(This item requires the commitment of partners to make funds available to the one-stop system for operational costs in areas where co-location options are available.)*
- ❖ Fund, and to the extent not provided by the one-stop, provide all core and intensive services that are applicable to each partner's program
- ❖ Fund, and to the extent not provided by the one-stop, provide all supportive and follow-up services that are applicable to each partner's program;
- ❖ Participate in the development and implementation of a unified plan and joint budget for the local area; *(In the joint budget process, partners shall denote which funds will be made available to the system. Administrative costs may be included as in-kind expenditures in the joint budget process, but do not equate to, nor can be substituted for, operational costs associated with co-location.)*
- ❖ Participate in the development and implementation of a common referral system while committing to the effective flow of customers;
- ❖ Commit to the achievement of the performance goals and the continuous improvement model of the Virginia Workforce Council, as approved by the Governor; and
- ❖ Other commitments as requested by the Governor through Executive Order or other correspondence.

*\* Additional core, intensive and training services will be provided, as appropriate at the local level. Specific services to be provided in the local one-stop system must be detailed and included in the local partner MOU.*

### **System-wide Benefits:**

In addition to the numerous positive impacts that can be derived from an effective, seamless workforce development system, each partner to this MOU has the opportunity to gain a wide array of benefits by participating in the statewide, one-stop delivery system. These benefits include, but are not limited to:

- ❖ Promotion of statewide collaboration as articulated by the Department of Labor (WIA), Virginia General Assembly (HB2075) and the Governor (Executive Actions-March 2003);
- ❖ Service delivery improvement to promote efficiency;
- ❖ Increased customer satisfaction;
- ❖ Increased participation at local level;
- ❖ Improved employer relations at the local level;
- ❖ Prevention of duplication of services, efforts and financial commitments;
- ❖ Enhanced awareness of available services; and
- ❖ Effective resource leveraging which, in turn, frees up funds to be used on additional program services.

## REFERRAL METHOD FOR CUSTOMERS

Although co-location is desired wherever economically and practically feasible and is the preferred method of service delivery, an efficient referral system can foster first-class customer relations and proficient service integration. The primary goal of the referral system is the provision of seamless service delivery to both jobseekers and employers. Customers shall be referred by methods that will be negotiated at the local level and described in the local partner MOU.

Additionally, all information acquired in the one-stop centers and all information acquired by mandatory partners with respect to WIA mandated services will be mutually accessible to avoid unnecessary duplication of services. This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. All labor market information, job leads, programmatic and participant information, as reported on standard forms, will be accessible as allowable and appropriate. All partners agree to cooperate in developing customer identification, tracking, follow-up evaluation, performance, and satisfaction data.

## PERFORMANCE GOALS

To continually improve the quality of the region's workforce through an integrated employment and workforce development system for the benefit of the individuals and employers it serves, the partners to this MOU will strive cooperatively to achieve the following:

- ❖ **Goal #1:** Increase the labor supply for high demand industries, both current and future in cooperation with state and local economic development strategies through workforce development.
- ❖ **Goal #2:** Eliminate unwarranted duplication of services, reduce administrative costs and enhance participation and performance of customers served through the system.
- ❖ **Goal #3:** Serve as an efficient nexus between the education community, businesses, and the defined workforce by increasing their knowledge of the entire workforce development system.
- ❖ **Goal #4:** Ensure the area's workforce has opportunities to improve skills and wages through a system of employment services and life long learning opportunities.
- ❖ **Goal #5:** Work effectively with economic development organizations to assist in creating employment opportunities and enhance the image of the region.
- ❖ **Goal #6:** Decrease the skills gap between industry's skill needs and the potential workforce by creating a mechanism for clearly defining industry based skill standards, communicating them to educational providers, both public and private, and integrating the skill standards into curriculum.
- ❖ **Goal #7:** Establish guidelines for creating and maintaining a cooperative working relationship, facilitate joint planning and evaluation of services and develop more efficient management of limited financial and human resources.
- ❖ **Goal #8:** Build a workforce development system that will increase the workplace skills for Virginians, economically benefiting the workforce, employers and the Commonwealth.

- ❖ **Goal #9:** Build a workforce development system that gives Virginia a competitive advantage in the recruitment of new businesses.

Additional goals may be negotiated at the local level. Any performance criteria shall be established cooperatively and included in the local partner MOU, as well.

## **SERVICE AND SYSTEM OPERATING COSTS**

Each partner shall contribute a fair share of the service and system-operating costs proportionate to benefit derived and based on the use of the one-stop system. The resource-sharing and cost allocation methods instituted at the local level shall be developed cooperatively in a manner consistent with the aforementioned statement and included in the local partner MOU.

Minimally, the cost allocation method shall result in an equitable distribution of costs, correspond to the types of costs being allocated and be consistently applied over time. Some commonly used allocation bases include: direct staff salaries, direct staff hours, units of service and usage rates. Other mechanisms may be used, also, at the discretion of the local area as long as the method is acceptable to each partner and satisfies testing required under the Single Audit Act and the OMB Circulars.

## **BREACH OF MOU**

The agencies agree that each shall fulfill its responsibilities under this MOU in accordance with the provisions of law and regulations that govern its activities. This MOU does not negate any operating procedures in effect. If at any time an agency is unable to perform its functions under this MOU, such agency shall immediately provide written notice to the other agencies describing its inability to fulfill the requirements of this MOU and establish a date at the earliest convenience, but no more than 15 days, to mutually resolve the issue.

The Secretaries will direct appropriate staff to meet at agreed upon intervals to discuss and plan activities to satisfy requirements of this MOU and to ensure efficient and effective implementation of this MOU. However, failure to abide by this agreement is basis for termination by the other parties.

## **IMPASSE RESOLUTIONS**

The agencies agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. For disputes regarding the provisions of this MOU that cannot be resolved through communication among agency staff, the parties will document the negotiations and efforts that have taken place to resolve the issue. This information must be submitted to the Deputy Secretaries within 30 days of the impasse. Once the information is received by the Deputy Secretaries, they will meet to seek a resolution and provide that resolution to the partners within 30 days. If the entire process takes more than 60 days, or if the

partner is not satisfied with the resolution, the partner may appeal to the Department of Labor, Secretary, United States Department of Labor, Washington, DC 20210, Attention: ASET.

## **MISCELLANEOUS PROVISIONS**

### **A. The Mid-Atlantic Career Consortium (MACC)**

The MACC is the computerized system of record keeping that will include a common data repository for Virginia Workforce Network activities. All partners agree to enter all client profiles (job and training seekers), job openings and employer information it receives into the MACC to the extent partner modules and access become available.

All partners also agree to treat all data contained in the MACC as confidential. No partner shall permit access of Commonwealth-provided computer resources to, or disclose data to, any persons or entities other than its staff or data users, under any conditions. Subsequently, all partners agree to financially support the MACC to the extent partner modules and access become available.

### **B. Mutual Respect of Organizational Practices**

All partners agree to respect each other's organizational practices and management structures in the provision of services under this agreement.

### **C. Indemnification and Liability**

By executing this MOU, each entity agrees to work together to deliver one-stop services for employers, employees and those seeking employment. However, the entities are not legally "partners" to the extent that the term encompasses joint and several liability. Each legal entity under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

## **MODIFICATION PROCESS**

Partners may request, in writing, an amendment to this MOU. The changes shall be documented, signed, dated under the conditions agreed upon by ALL of the partners, and attached to the original MOU. If any provision of the MOU is held invalid, the remainder of the MOU shall not be affected.

## **DURATION OF THE MOU**

This agreement is effective as of the date of the last signature hereto and shall continue for an initial term of one year, and from year to year thereafter until terminated by one of the parties hereto as set forth below. After the first year of the term of this Agreement, the MOU may be

terminated by any of the partners upon 30 days of written notice to the other partners with cause or upon 90 days of written notice to the other partners without cause.

## **EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS**

The partners acknowledge familiarity with applicable federal and Commonwealth of Virginia laws, rules, regulations, policies, procedures, and reporting requirements and will abide by them. This includes, but is not limited to, discrimination policies, compliance with the Americans with Disabilities Act, and maintenance of drug free workplaces. Reference is made, but not limited to, Sec. 181 – “Requirements and Restrictions,” and Sec. 188 – “Nondiscrimination,” of the WIA.

## **SIGNATURES**

Per signature, we agree to enforce the aspects of this MOU at the local level and/or encourage local representatives to enter into this agreement locally (including area-specific information):

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**The Honorable Michael J. Schewel**  
*Secretary of Commerce and Trade*

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**Date**

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**The Honorable Belle S. Wheelan**  
*Secretary of Education*

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**Date**

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**The Honorable Jane H. Woods**  
*Secretary of Health and Human Resources*

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**Date**

*\* Note: Signed copies of this MOU are available upon request. Please contact Caprichia Thurston at [cthurston@vec.state.va.us](mailto:cthurston@vec.state.va.us) for more information. \**